

Marcel Porras
Chief Sustainability Officer
Los Angeles Department of Transportation
100 S. Main Street, Los Angeles, CA 90012

October 28, 2019

Dear Mr. Porras,

We received your October 25th letter, notifying us of alleged non-compliance with the Los Angeles Department of Transportation (LADOT) Dockless On-Demand Personal Mobility One-Year Permit Program, and that LADOT is mandating that we come into compliance on these outstanding matters or you will suspend our permit to operate in Los Angeles. We urge LADOT to continue to work towards, and not away from, solutions that both further next generation transportation solutions for the public and ground themselves firmly in privacy best practice. We believe that best in class data aggregation methods could deliver LADOT near-real time data - while protecting the identity of Los Angeles residents and our riders.

As the Dockless On-Demand Personal Mobility One-Year Permit Program has repeatedly been framed by LADOT as a pilot program, JUMP has consistently shared feedback with LADOT regarding how the program can better protect the data privacy and security of our riders, while supporting LADOT's desire to receive data to manage and enforce dockless mobility operators. For example:

1. **LADOT still asserts that geolocation trip data is not personally identifiable:** According to LADOT's current website, "MDS does not collect personally identifiable data."¹ This is directly counter to best practice. According to NACTO, "[E]nsuring that geospatial trip data is treated as personally identifiable information (PII) is an essential part of best practice data management."² This data is also defined as personally identifiable in California law in the California Consumer Privacy Act (CCPA). JUMP repeatedly met with LADOT to ask that you follow global best practice by identifying and handling this data as personal information. [exhibit [A](#)]
2. **LADOT did not initially have any rules limiting the sharing of this data:** When the pilot was launched, LADOT had not placed any limitations on sharing this data with other city agencies (including law enforcement), and had not considered how this data set could be accessed in full via public records requests, etc. After a series of exchanges with JUMP [exhibit [A](#)], and in response to growing concerns from leading privacy experts, LADOT adjusted its policy to place minimal limitations on how this data can be shared.
3. **LADOT did not have public privacy protocols in place before collecting sensitive trip data:** LADOT required the sharing of raw, real-time on-trip data *before* developing or publishing privacy principles about how this data would be used, shared, and stored. It was only after JUMP and privacy groups expressed concerns about this volume of data transfer in the absence of any oversight or accountability when LADOT chose to draft and publish public privacy principles.³ And while we support LA's drafting and releasing these principles for public comment, they do little to

¹ Source: <https://ladot.io/faq/> "How is LADOT protecting citizen data and citizen privacy?"

² Source: https://nacto.org/wp-content/uploads/2019/09/NACTO_Shared_Micromobility_Guidelines_Web.pdf

³ Source: <https://cdt.org/insight/comments-to-ladot-on-privacy-security-concerns-for-data-sharing-for-dockless-mobility/>

actually protect privacy or educate the public about what data LADOT is collecting and how it plans to secure the data from breach or misuse. [exhibit [B](#) + [C](#)] See pg. 3 for more detail below.

4. **LADOT did not take the necessary steps to put guardrails on how the city and its private-sector contractors use this data beyond policy justifications:** LADOT has repeatedly required all dockless mobility operators to provide access to this raw geolocation data to venture-backed companies that have expressed intent to monetize this data for additional commercial purposes. One example of this was LADOT's permit requirement that operators provide a token to Remix, despite the fact that Remix was not bound by a contract with LADOT that placed limitations on how they could use, copy, sell, or monetize personal location data either in or outside of their work for LADOT. Once JUMP and other operators protested, this requirement was removed from the permit requirements. [See exhibit [D](#)]

These are four examples of the ways we have directly engaged with LADOT to establish basic privacy and security protections for the responsible use and collection of this data. We are willing to continue working with LADOT to identify and develop solutions to enable responsible data sharing; as such, we want to take this moment to address the questions outlined in your Friday letter.

"In-Trip Telemetry"

On our October 23rd call, it was clear that LADOT and JUMP disagreed about the definition of telemetry data. In March 2019, LADOT and JUMP leadership agreed that "in-trip telemetry" data could be provided at 24-hr latency for the term of the permit. "In-trip telemetry" data was not defined by either JUMP or LADOT in this meeting. It is also not defined anywhere in the MDS specification or in the LADOT compliance guidelines.

For LADOT, "in-trip telemetry" is route data only, and does not include trip start or trip stop. As such, LADOT now says we are out of compliance because we are not providing the trip start and trip stop data in real-time. For JUMP, "in-trip telemetry" applies to all sensor data collected from a bike or scooter that is associated with a user's trip, including the precise geolocation data from the trip start, trip stop, and the entire route; as such we understood this could all be provided with latency for the express purpose of protecting privacy. For LADOT to exclude the start and stop points corresponding to one's origin and destination—both of which can be easily reversed to reveal one's home or work address—not only conflicts with a standard definition of trip information, but also stands in stark opposition to their original promise to protect privacy with this revised requirement

On the call, we offered to engage privacy groups and industry experts to sit town with all of us to more clearly define in-trip telemetry, and provide a neutral ground to hopefully reach consensus, but LADOT was unwilling to do so. As you are aware, the MDS specification itself currently lacks a "data dictionary", which is leading to inconsistencies across cities, operators and aggregators, etc. JUMP has been working closely with the Society of Automotive Engineers (SAE), who is leading the development of performance metrics for micromobility, to bring increased definitional clarity to the industry.

LADOT's Privacy Principles

As noted briefly above, while we were pleased to see LADOT eventually take public and transparent steps to produce and release privacy principles, we do not see that LADOT *meaningfully* incorporated feedback from privacy experts on how to take these principles beyond aspirational statements. There remain a number of outstanding concerns, including:

- Only two changes were made to the Privacy Principles based on all public comments from industry *and* independent privacy experts. LADOT did not share who reviewed and decided which changes were incorporated and why.
- LADOT has yet to share a timeline for when these Privacy Principles will be fully implemented (published March 22, 2019). Right now they are a statement of intent, and have not been codified in any way. In the meantime, LADOT continues to collect this sensitive consumer location data.
- The privacy principles do not state that LADOT will not monetize this data. There is also nothing that prevents either LADOT or third parties from monetizing outputs of the raw data -- so even if direct access to the data is not granted, these principles do not prevent third parties from selling products produced from this data. This is not only inconsistent with the expectations of our customers, but it is also the kind of practice that the global community has shed light on as an invasion of consumer trust.
- LADOT did not make any changes to the MDS specification that accounted for or reflected the Data Protection Principles they published. For example: data minimization, retention, or aggregation processes or SLAs were not added to the Github.
- LADOT did not share their methodology for how these commitments would be carried out, and there are not clear enforcement mechanisms or repercussions for failing to do so in the current version of the Privacy Principles. For example, as it relates to data minimization:

"Data minimization: LADOT will mandate data sets solely to meet the specific operational and safety needs of LADOT objectives in furtherance of its responsibilities and protection of the public right of way. a. Aggregation, obfuscation, de-identification, and destruction: Where possible, LADOT will aggregate, de-identify, obfuscate, or destroy raw data where we do not need single vehicle data or where we no longer need it for the management of the public right-of-way. b. Methodologies for aggregation, de-identification, and obfuscation of trip data will rely on industry best practices and will evolve over time as new methodologies emerge."

This section does not clearly address:

1. What LADOT's "specific operational and safety needs of LADOT objectives" are; it is impossible to evaluate if they are minimizing data without clear use cases;
2. The use of "where possible" should be more clearly defined so that it is not utilized as a 'catch-all';
3. Methodologies that will be used.

To our knowledge, LADOT has taken no actions to aggregate, destroy, or otherwise protect sensitive raw data as recommended in their Principles document.

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JUMP is committed to providing transformative micromobility options to our customers and city partners. But doing so at the expense of consumer privacy should not be a pilot program permit demand. JUMP has shared robust and comprehensive data sets with LADOT as our regulator. We would continue to do so if this can be done in a way that also protects consumer privacy and data security. Our concerns were further validated by the California's Legislative Counsel Bureau's August 1st opinion that LADOT cannot require real-time location data as a condition of our permit and doing so violates California Electronic Communications Privacy Act (CalECPA).



by Uber

Given that we seem to have exhausted all other avenues to find a compromise solution, tomorrow we will file a lawsuit and seek a temporary restraining order in the Los Angeles Superior Court, so that a judge will hear these concerns and prevent the Los Angeles Department of Transportation from suspending our permit to operate.

We sincerely hope to arrive at a compromise solution that allows us to work constructively with the City of Los Angeles while protecting the data privacy and security of our riders.

Colin Tooze

CC:

Mayor Eric Garcetti
City Attorney Mike Feuer
Councilmember Gilberto Cedillo
Councilmember Paul Krekorian
Councilmember Bob Blumenfield
Councilmember David Ryu
Councilmember Paul Koretz
Councilmember Nury Martinez
Councilmember Monica Rodriguez
Councilmember Marqueece Harris- Dawson
Councilmember Curren Price
Councilmember Herb Wesson
Councilmember Mike Bonin
Councilmember John Lee
Councilmember Mitch O'Farrell
Councilmember Jose Huizar
Councilmember Joe Buscaino

Exhibit A

To: Los Angeles Department of Transportation
Re: Privacy Disclosure for the Provider API
From: JUMP Team

Thank you for the opportunity to discuss the the guidelines surrounding data sharing. We have appreciated engaging in a dialogue with you on these important and ever-developing topics.

As you know, the Los Angeles Department of Transportation (LADOT) is requiring implementation of the Provider API of Mobility Data Specification (MDS) for the Dockless On-Demand Personal Mobility Conditional Use Permit (CUP). The MDS requires production of certain categories of location data that may unintentionally endanger rider privacy without specifying how that data will be secured, stored, and used by LADOT.

Rider location data, including precise GPS, timestamp, and route information (collectively, “Trip Data”), may create significant re-identification risk when combined with other publicly available information unless it is properly obfuscated. With very little analysis needed, patterns emerge that can reveal a user’s home, work, and travel, putting their privacy at risk. California’s recently passed Consumer Privacy Act addressed this issue directly by adopting a definition of Personal Data that almost certainly includes Trip Data.

Uber is prepared to implement the Provider API in compliance with the MDS. However, we are concerned that, to date, we do not yet have a formal policy from LADOT explaining how Trip Data will be secured, used, and stored. Given the speed at which the MDS is being implemented, it will be critical to resolve these issues in the short term to protect the privacy of our riders. While we are in full support of standardization across cities, there is a wide range of actions that all cities must pursue to fully protect this data from bad actors, including hiring staff and setting up adequate processes, policies, and safeguards.

In the coming months, Uber is ready to work with the LADOT and others to examine the MDS in more detail and find opportunities to better protect trip-related data while promoting wide standardization and establish industry best practices for data collected by bikes and scooters. In the interim, we trust that as a responsible data steward, LADOT will abide by the following data protection principles.

1. Security of Trip Data must be maintained by LADOT

Any government authority requiring production of Trip Data through the Provider API should secure Trip Data in accordance with standards applicable to Personal Information. To do this, the recipient must implement administrative, physical, and technical safeguards that are no less rigorous than accepted industry practices related to the protection of Personal Information, and shall ensure that all such safeguards, including the manner in which Trip Data is collected, accessed, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws. In addition, we trust that LADOT will restrict access to Trip Data to specific individuals within the city’s internal teams who have been granted the appropriate authorization and access rights.

2. Uses of Trip Data should be limited and communicated to riders

In light of the potential for abuse, the receiving government authority should limit its use of Trip Data to clearly specified objectives that are in line with its mission and statutory authority. For example, LADOT has stated that it intends to use the data for permit enforcement, communication of events, parking restrictions, and city planning. These are all sensible uses of Trip Data. However, Trip Data data may be easily combined with other government data sets for uses the public may find less acceptable. By committing to a set of objectives or data use guidelines beforehand, the government authority can demonstrate that it intends to be a responsible steward of this information. To ensure transparency, Uber may notify riders that their Trip Data will be shared with LADOT.

3. Trip Data should be obfuscated when stored at rest

The receiving government authority should commit to obfuscate user Trip Data when stored at rest in its network. In practice, this is the act of masking or scrambling personally-identifiable or sensitive data in order to control how the data appears in the output of a database query. This simple but powerful step would significantly diminish the risk of user re-identification if Trip Data is ever publicly disclosed via a hacking or government records request. More importantly, precise Trip Data is not required for the vast majority of use cases cited by LADOT. City planning uses cases, for example, are actually better served with data that has been aggregated to uncover behavior patterns.

4. Additional data sharing must be restricted

Data privacy is in the cultural spotlight, and users are afraid they have [lost control of their personal data](#). Yet, in the discussion on github regarding authentication, it has already been suggested that cities will be able to [clone auth tokens](#) to share with other agencies and vendors.

We would like to reaffirm that the receiving government authority will resist sharing any data shared by the Provider API to any other public or private bodies in the absence of a formal agreement. Without understanding the safety measures or commitments of these third parties, Uber cannot measure and mitigate the safety risks associated with sharing data outside of this agreement.

Last, we recognize that LADOT is required to comply with the California Public Records Act (CPRA). We request that LADOT propose a plan to ensure that the CPRA is not used to share unmasked Trip Data with the the general public.

In the coming weeks, Uber looks forward to working with LADOT and others on an industry standard for sharing bike and scooter data that will be acceptable to all parties. With participation from all, we are

confident in our ability to develop a forward-thinking standard that meets the needs of cities while safeguarding the privacy of riders.

Regards,

JUMP Team



February 13, 2019

Seleta Reynolds, General Manager
City of Los Angeles Department of Transportation
100 S. Main Street, 10th Floor
Los Angeles, CA 90012

Cc: Members, Los Angeles City Council; Mayor Eric Garcetti; City Attorney Mike Feuer

Dear Seleta Reynolds:

We write to express our strong objection to the Los Angeles Department of Transportation's (LADOT) plan to require operators to implement the Agency-API portion of the Mobility Data Specification (MDS) as a condition of receiving a permit to operate in Los Angeles. JUMP fully supports a responsible data sharing program that helps LADOT improve the transportation landscape in Los Angeles, and has been actively engaged with LADOT since the rollout of the MDS to this end. We pledge to continue to work with LADOT to create a framework that advances the City's planning goals and streamlines regulatory reporting, while complying with all applicable laws and regulations and protecting user privacy.

Unfortunately, the current MDS (Provider + Agency) continues to present a serious risk to our users' personal privacy and civil liberties. Experts like the Center for Democracy and Technology (CDT) have expressed [grave concerns](#) about the Provider-API portion of the MDS, many of which were included in JUMP's [October 2018 Letter to LADOT](#). Despite these concerns, the current Provider-API still lacks many of the appropriate mechanisms for protecting sensitive user data. To fix these issues, JUMP has been working diligently with industry, public interest groups, and cities to develop a version of the MDS, called MDS+, that provides the functionality desired by the City while protecting user privacy.

The newly-proposed Agency-API would exponentially increase the threat to riders, allowing LADOT to surveil riders in real time, and granting them unprecedented authority over personal travel. Do LA residents understand their Department of Transportation will be tracking every one of their dockless scooter and bike trips? Do they understand the City's expressed intent to manage the routing of these trips, and all commercial delivery and transportation trips in the City in the future? These are significant changes to conventional municipal regulation, and deserve citizen participation and public discourse that is not possible on GitHub (a developer platform).

Given these sincere concerns, we respectfully ask that LADOT suspend the requirement to implement the Agency-API until a transparent and public discourse can take place, including stakeholder engagement from leading U.S. privacy organizations.

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Surveillance of Riders

The Agency-API requires a real time push of the precise location of bikes and scooters every 5 seconds while riders are actively on a trip. It also requires operators to receive and ingest data and commands from LADOT and dynamically adjust operations in response to those commands. This amounts to an unprecedented level of surveillance, oversight, and control that LADOT would wield over private companies and individual citizens.

Importantly, LADOT has not given a compelling reason to justify the invasion of riders' privacy. The reasons given to date, such as parking enforcement, event management, and infrastructure improvement, can be addressed without resorting to real time surveillance. JUMP accepts and appreciates that LADOT must be able to ask for information pursuant to legitimate regulatory and policy objectives. But if LADOT cannot explain the necessity and relevance of the specific information it is asking for (especially where JUMP is willing to work with LADOT to find a less invasive alternative to meet LADOT's needs), then this raises concerns about LADOT's ask for this expansive access to sensitive information. Here, the Provider MDS—which provides access to route data after trips have been completed—is more than sufficient to meet LADOT's articulated city planning needs. The Agency MDS does not provide any meaningful improvements or additions to meet this objective, and thus does not justify the corresponding risk to user privacy and security that this API presents.¹

Procedural shortcomings

The [LADOT Strategic Implementation Plan](#), of which MDS is a part, states that as the City “lays out a new paradigm for the City as a physical and virtual platform,” that LADOT “will be diligently soliciting and digesting input on this future from the stakeholders ranging from city council members to community-based organizations, to individual citizens in their communities.” To the best of our knowledge, LADOT has not publicly solicited or digested input from citizens or third-party privacy and civil liberties organizations about either the Agency or Provider API, and the changing role the City aims to play in their transportation data, routing, and beyond.

Operators have also not been granted significant time to digest and respond to components of the MDS. For example, the first time operators were given a detailed briefing on the Agency API was Thursday, February 7th, 2019 when LADOT held a singular webinar for operators. On this webinar, LADOT failed to adequately address questions on their process for retaining, deleting, storing, and protecting the data they intend to collect. Since that time, LADOT has removed public access to these questions and the concerns of industry that were raised during the webinar, and there is no mechanism for these privacy concerns to be resurfaced to the

¹ See *Patel v. City of Los Angeles*, 738 F.3d 1058, 1064 (9th Cir en banc 2013) (“The government may ordinarily compel the inspection of business records only through an inspection demand ‘sufficiently limited in scope, relevant in purpose, and specific in directive so that compliance will not be unreasonably burdensome.’”).

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Council or to the public. This is not an acceptable process by which to make significant and long-lasting policy changes that will impact how the city collects, utilizes, and controls their citizens' movement.

We believe this expanded Agency API is a monumental policy shift regarding how governments collect and manage personal data. We call on LADOT to follow through on their promise to engage the public and key stakeholders in answering and addressing the following concerns:

1. How will LADOT use the data collected from users? Is there any intention to share this data with other government agencies or third parties?
2. Does LADOT have an acceptable security framework in light of the sensitivity of this data?
3. Has LADOT confirmed with their legal staff that this program is compliant with the digital rights afforded to California residents under the California Constitution and forthcoming CCPA, and is this legal analysis available for review?
4. Does LADOT plan to conduct a vendor security assessment (VSA) for the companies/developers they have hired to build this platform, and will the results of those audits be available to service providers?
5. Does LADOT plan to pursue compliance with any industry standards or certifications for information security, and will the results of these audits be publicly available?
6. Does LADOT have in place a privacy officer or data officer to ensure accountability in the case of unauthorized access to trip data or a data breach? Is there a process in place to notify users and provide them with remediation options where appropriate?

Provider API Privacy Risks

Today, JUMP continues to have concerns around the collection of data on individual trips, which both the Provider API and Agency API enable. Despite vocal concerns from industry and public interest groups like CDT, LADOT has not modified their data specification to account for the risks associated with sharing and storing precise trip data. Rider location data, including precise GPS, timestamp, and route information (collectively, "Trip Data"), may create significant re-identification risk when combined with other publicly available information unless it is properly obfuscated. With very little analysis needed, patterns emerge that can reveal a user's home, work, and travel, putting their privacy at risk. California's recently-passed Consumer Privacy Act addressed this issue directly by adopting a definition of Personal Data that certainly includes Trip

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Data.² The data is even more sensitive when it is “real time,” as riders can be followed or intercepted while on trip.

In response to these concerns, LADOT issued limited [guidelines](#) governing the handling of data. The guidelines are a step in the right direction, but still insufficient to protect the privacy and safety of riders.³

Reciprocal Data Exchange and Implied Control Over Users

LADOT proposes to exert an unprecedented amount of control over the minute-to-minute operations of JUMP and the individual transportation choices of its users. This approach runs counter to the general principle that regulators will not stand in place of management in handling the day-to-day (let alone the minute-to-minute) operations of a company.⁴ LADOT can set requirements that it expects JUMP and its competitors to meet. But it need not and should not require control over JUMP’s operations in order to ensure that JUMP meets those requirements. Doing so would stifle innovation and competition.

* * *

Given these sincere concerns, we respectfully ask that LADOT suspend the requirement to implement the Agency-API until a transparent and public discourse can take place, including stakeholder engagement from leading U.S. privacy organizations. We sincerely appreciate your consideration of these concerns, and welcome an opportunity to discuss these issues at your convenience.

Sincerely,

Colin Tooze
Director of New Mobility Public Policy
JUMP

² The California Consumer Privacy Act includes “geolocation data” in its definition of personal information. Ca Civ. Code 1798.135(G).

³ The guidelines provide little detail on data handling, retention, and deletion protocols. Nor do they mention applicable security certifications, audit practices, or best practices for protecting data in transit or at rest. And perhaps most concerning, LADOT has not stated how the data will be used, giving it unlimited right to use data in way riders may not expect. This does not comply with the most basic tenant of privacy law, which requires limited collection of data for a specific purpose.

⁴ See, e.g., *In the Matter of the Joint Application of GTE Corporation and Contel Corporation*, D. 94-04-083, 1994 Cal. PUC LEXIS 342 (Cal. Pub. Util. Comm’n Sept. 14, 1990) (Declining to adopt training requirements in lieu of quality of service standards, stating “[a]s regulators we do not prefer as a policy to stand in place of management in handling the day-to-day operations of the company”).

April 3, 2019

Ms. Seleta Reynolds, General Manager
Los Angeles Department of Transportation
100 S. Main Street, 10th Floor, Los Angeles, CA 90012

Re: JUMP comments to Los Angeles Department of Transportation Re: [Data Protection Principles](#)

Dear General Manager Reynolds,

On behalf of our JUMP mobility business, Uber would like to commend LADOT for drafting its Data Protection Principles (“Principles”) to accompany the Mobility Data Specification (“MDS”) within its dockless program. We believe this is a necessary step towards ensuring the privacy and data security of Angelenos for whom micro-mobility options offer a valuable mode of electric transportation around the City. We respectfully submit the following public comment on these Principles, which we hope will be considered alongside comments from residents, privacy advocates, and Mobility Operators (“Operators”) and addressed publicly prior to the City’s continued collection of data required by the MDS.

I. The City Should Resolve Important Ambiguities in the Principles Prior to Requiring Compliance

LADOT’s draft Data Protection Principles are a step towards responsible data use; however, these Principles lack important details required to thoroughly assess their efficacy and protect consumer privacy. At present, LADOT has stated their plan to further expand the scope of the MDS by requiring the Agency API on April 15th. The City should delay the April 15 deadline until it resolves important questions about the Principles, including: a clear definition of personal data, the scope of use and security of the data, and a clear timeline for implementing these Principles.

(a) The Principles must be updated to clearly state that Trip Data is Personal Information

The current draft of the Principles do not classify location data collected while a user is on trip (“Trip Data”) as personal information. The California Consumer Privacy Act defines personal information as “information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household...personal information includes, but is not limited to...geolocation data.”¹ The CCPA does not distinguish between GPS data collected from a bike or scooter and GPS data collected from a user’s phone—data is defined as personal information if it can be associated with a user.

Indeed, the City is aware that Trip Data can be used to re-identify an individual, since JUMP and other advocates provided LADOT with multiple studies demonstrating that Trip Data that can

¹ Cal. Civ. Code § 1798.140(o)(1)

reveal a user's home, work, and travel behavior with very little analysis needed.^{2,3} Despite this, in its Technology Action Plan the City states that "MDS does not specify or collect any personally identifiable data" without citing any legal or technical basis for this statement. The City cannot credibly claim to care about privacy if it chooses to neglect the risks associated with the collection of Trip Data.

(b) The Principles must describe how the City intends to use the data it collects

The Principles pay homage to data minimization but, upon closer inspection, it is clear that LADOT has not incorporated this concept into their practices. Data minimization is the practice of limiting the collection of information to that which is directly relevant and necessary to accomplish a specified purpose. As an initial matter, LADOT has not restricted the scope of its Principles to data collected by bikes and scooters, which makes the determination of which data is strictly necessary for a given purpose impossible. LADOT states that it is only collecting data to support its "operational and safety needs" but fails to provide *any* detail on the "how" or define which data is strictly necessary for a given purpose. Even its previously-stated use cases—public safety, congestion relief, equity, and sustainability—are broad categories that tell users nothing about how LADOT will use the stockpile of data collected from their rides.

The MDS amounts to a massive *overcollection* of data about the movements of bike and scooter users. Each of the stated use cases can be accomplished without trip-level data, and certainly without the near real-time surveillance of riders. Some requirements in the MDS also do not seem to relate to bikes and scooters. As an example, the MDS requires operators to share vehicle telemetry data that includes altitude and the number of GPS satellites. Without understanding the city's specific policy objectives, the inclusion of these data fields appear arbitrary. As we have stated before, JUMP is not opposed to sharing data about bike and scooter usage with City. In fact, we welcome the sharing of aggregated data and feel that the use cases described by the City could be achieved with aggregated trip data which, when done correctly, inherently protects individual privacy.

(c) LADOT should adopt and disclose a specific aggregation standard

JUMP is pleased to see the City is willing to use techniques to de-risk trip information through "aggregation, obfuscation, de-identification, and destruction." We request more detail on the City's policies to understand how they plan to do this—given that without additional detail, it is not possible to assess whether these techniques will be effective. For example: Which types of data are covered? What aggregation and obfuscation methods will be used? At what point in the data life cycle will they be applied? How long will the City retain data before deletion? Without these details, it is impossible to assess whether these Principles protect user privacy.

² De Montjoye, Yves-Alexandre, et al. "Unique in the crowd: The privacy bounds of human mobility." *Scientific reports* 3 (2013): 1376.

³ Gonzalez, Marta C., Cesar A. Hidalgo, and Albert-Laszlo Barabasi. "Understanding individual human mobility patterns." *nature* 453.7196 (2008): 779.

If LADOT is serious about aggregation, it should adopt a third party aggregation tool such as the SharedStreets Micro-mobility Connector. This solution transforms sensitive movement data into useful insights that can be safely stored and, in many cases, publicly displayed. We urge the City to adopt this technique or provide more details on an alternative solution, which is critical to the protection of data at rest.

II. The City Must Implement Data Security Controls and Data Breach Protocols

Data security is fundamental to any data protection standard. We appreciate the City's commitment to strong security controls and would only request specificity on which information security controls are being proposed or are already in place.

Given the volume and sensitivity of data the City intends to collect, it is crucial to have not only the proper security controls, but also a clear and reliable escalation process for the unauthorized use or breach of data. To ensure this, we strongly urge LADOT to designate a Chief Privacy Officer to ensure accountability and establish proper reporting processes should this data be accessed through unlawful or unauthorized means. This is not only to protect the data of bike and scooter users—it will also be critical for Operators to halt the flow of data while the issue is investigated and confirm the security of their own data systems.

III. LADOT must uphold its promise to strictly limit sharing with law enforcement and third parties such as Remix

The City's failure to consider the role of third parties has become a flashpoint in this debate. We commend the City for addressing this issue in its Principles, which require any third party that receives Trip Data to agree to use the data solely to provide services to LADOT. In practice, however, we have not seen any signal that the City intends to implement this Principle. Operators are required to integrate with Remix, Inc., a data aggregator that is not directly bound by a contract with the City, not obligated to protect the data it receives from JUMP or use that data for the exclusive benefit of the City, and has refused to enter separate agreements with Operators. It is irresponsible and potentially unlawful for the City to use this permit process to force Operators to transfer data to Remix.

The City must also be precise about how it will share data with law enforcement. The Principles leave open the possibility of using subpoenas or "other legal process" as the basis for sharing this data. We believe the standard for disclosure of Trip Data must be a warrant. There is ample support for this concept in the CalECPA, which requires a warrant before the government can obtain information from an electronic device.⁴ We urge the City to follow suit and explicitly state under which circumstances it will share data with law enforcement and publish those criteria for public review.

⁴ Cal. Penal Code § 1546.1(a)(2)

IV. The City did not engage the public in meaningful debate about the MDS

The MDS is an unprecedented effort by the City to compel every Operator to write specific code into their proprietary code bases that empowers the City to capture their business records and electronically surveil their users in near real-time. In the City’s own words, the City seeks to “actively manage” Operators’ businesses as part of a “radical, significant, and daunting” effort to affect a “significant cultural transformation.”⁵ These efforts would, in the Department’s own words, “change the dynamic of the relationship between the public and private sector,” and by extension fundamentally change the nature of the relationships between Operators, their customers, and the government.

Despite these lofty goals, the City has not provided in-depth and clear opportunities for the public to understand the MDS and the extent to which the City intends to collect individual mobility data and regulate commercial transportation options. MDS policy discussions were redirected to the Github, a software development platform designed for developing computer code. Assuming they have heard of it at all, the average citizen, reporter, and elected official finds Github difficult to navigate and understand making it unfit for public consumption and an ineffective forum for a policy debate of this magnitude. Indeed, the City did not even begin to solicit public feedback until after Operators were granted a one-year permit and required to share data through MDS.

The City has kept detailed discussions about the MDS out of public view. Major changes to policy are adopted as “code changes” with no public or transparent explanation or policy position underlying the change. Even the City’s decision to write these Principles was secretive: the draft Principles are not accessible from LADOT’s official website, and there was no public announcement of their existence, nor that LADOT sought public comment on them. Furthermore, LADOT has not agreed to make written submissions to their feedback form available for the public to *actually read*. This is simply unacceptable.

As a result, Angelenos are almost entirely unaware of the City’s intent to implement this level of control over their personal movement via the MDS. For example, the public should know about the City’s plans to use this data for enforcement purposes—every bike and scooter user should know whether their trip history will be the basis for fines or penalties. The City has an obligation to hold meaningful public debate on the creation of a significant policy like the MDS under the California Constitution and Government Code Section 54950 (the Ralph M. Brown Act (“Brown Act”)).⁶ The Brown Act requires a public process by local legislative bodies that seek to create important policies like the MDS, specifically such that “actions be taken openly and that their deliberations be conducted openly.”⁷ The public must be provided with a meaningful opportunity to participate, and LADOT has so far failed to deliver on this basic principle.

⁵ Ellis and Associates Inc., LADOT Strategic Implementation Plan LADOT Strategic Implementation Plan 10.

⁶ California Constitution Article I, § 3(b)(1) (“The people have the right of access to information concerning the conduct of the people’s business, and, therefore, the meetings of public bodies and the writings of public officials and agencies shall be open to public scrutiny.”); Cal. Gov. Code § 54950.

⁷ Cal. Gov. Code § 54950.



by Uber

JUMP will continue to do its part to educate users about their choices when providing their personal data to us; we urge the City to do the same and fulfill its stated commitment to “share certain information with the public to increase transparency, accountability, and customer service and to empower companies” through a meaningful public comment period that deeply considers and integrates public feedback into its dockless program.

We appreciate the time taken to carefully review these comments and look forward to hearing the City’s response to our concerns.

Best,
Colin Tooze,
Director of Public Policy, New Mobility for Uber

Email to LA City Council + Mayor's Office:

April 3, 2019

TO: LA City Council, Mayor's Office, City Attorney
FROM: Davis White

On behalf of our JUMP mobility business, Uber would like to commend LADOT for drafting Data Protection Principles ("Principles") to accompany the Mobility Data Specification ("MDS") within its dockless program. We believe this is a necessary step towards ensuring the privacy and data security of Angelenos for whom micro-mobility options offer a valuable mode of electric transportation around the City. We respectfully submitted public comment on these Principles on April 3, 2019, which we hope will be considered alongside comments from residents, privacy advocates, and Mobility Operators ("Operators") and addressed publicly prior to the City's continued collection of data required by the MDS.

We appreciate your time to read our complete letter. I am extracting some of the key points here for you:

Important Privacy Ambiguities Still Exist: There are significant ambiguities in LADOT's Data Protection Principles, making it impossible to fully assess their proposed approach. LADOT should commit to addressing these issues *before* the MDS is further expanded. For example: (a) The Principles do not clearly state Trip Data is Personal Information; (b) The Principles do not describe how the city intends to use the data it collects; and (c) LADOT should adopt and disclose an aggregation standard.

LADOT Must Implement Data Security Controls and Data Breach Protocols: Given the volume and sensitivity of data the City intends to collect, it is crucial to have not only the proper security controls, but also a clear and reliable escalation process for the unauthorized use or breach of data. To ensure this, we strongly urge LADOT to designate a Chief Privacy Officer to ensure accountability and establish proper reporting processes should this data be accessed through unlawful or unauthorized means.

LADOT Must Limit Sharing Personal Information with Third Parties: While LADOT states in its Principles that they will require any third party that receives Trip Data to agree to use the data solely to provide services to LADOT, in practice, this has not been the case. Operators are required to integrate with Remix, Inc., a private company that is not directly bound by a contract with the City, not obligated to protect the data it receives from JUMP or use that data for the exclusive benefit of the City, and has refused to enter separate agreements with Operators. LADOT must also be precise about how it will share data with law enforcement in the Principles.

LADOT Did Not *Meaningfully Engage* The Public: The City has not provided in-depth and clear opportunities for the public to understand the MDS, and the extent to which the City intends to collect individual mobility data and regulate commercial transportation options. MDS policy discussions were redirected to the Github, a software development platform designed for developing computer code. Major changes to policy are adopted as "code changes" with no public or transparent explanation or policy

JUMP

by Uber

position underlying the change. As a result, Angelenos are almost entirely unaware of the City's intent to implement this level of control over their personal movement via the MDS.

LADOT should commit to a transparent process through which they will refine and execute these Data Protection Principles, including but not limited to: (A) Post all comments from this process publicly so that the public, City Council, and policymakers can all see the feedback received via this solicitation process; (2) Disclose who will be reviewing feedback and making the final decisions on what is incorporated; (3) Publish a detailed timeline for when these changes will be rectified; (4) Engage privacy experts in the ongoing process to refine these Principles and develop LADOT's methodologies; (5) Incorporate these Privacy Principles directly into the MDS code-base, ensuring that the MDS truly becomes a privacy-centric mobility data standard.

Thank you for your time and attention to this important matter.

Best,

Colin Tooze

Director of Public Policy, New Mobility for Uber

Key points (draft)

- **Introduction**

- *Scope.* This data protection document is not limited in scope to bikes and scooters. The city should clearly state whether this document will be used for the collection of data outside the dockless program.
- *Classification.* The data LADOT collects is sensitive because it includes personal information; this should be stated to properly justify the specific data protection measures being implemented. The reference to existing data security standards is not sufficient to ensure that trip data is considered PI.
- *Timeline.* LADOT should implement this data protection protocol prior to receiving and storing this data to ensure user privacy and data security is maintained throughout the duration of this pilot. The current deadline for Operator compliance (April 15) does not allow sufficient time to ensure the necessary measures outlined in this document—data minimization, security, and transparency to the public—will be in place prior to the City’s receipt of trip data. Therefore, we strongly recommend that the City push back its deadline for compliance while it meaningfully engages the key public, private, and community stakeholders that are essential to the safe and successful execution of the dockless program.

- **Data minimization**

- *General.* This section should be under a broader section on “data collection and use.”
- *Data minimization.* To understand LADOT’s determination that the MDS collects data solely for specific enforcement or operational needs, those needs must be enumerated in such a way that it clearly justifies the data being requested. The use cases stated previously—public safety, congestion relief, equity, and sustainability—are not specific enough to justify the collection of trip-level data at near real-time. They also do not necessarily relate to bikes and scooters. As an example, the MDS requires operators to share vehicle telemetry data that includes altitude and the number of GPS satellites. Without understanding the city’s specific policy objectives, the inclusion of these data fields appear arbitrary.
- *Aggregation, obfuscation, de-identification, and destruction.* We would appreciate seeing the city’s specific policy for which data types these methods apply to, when they will be applied, and the specific methods used, given the volume of raw trip data the city will be ingesting on an hourly basis.

- **Access limitations**

- *Law enforcement.* We request the city clarify or further restrict its policy for sharing data with law enforcement to specific standards. We were separately informed the city would only share location data in response to a warrant, but the city's policy leaves open the possibility of using subpoenas or "other legal processes" as the basis for sharing this data.
- *Third parties.* The City should confirm that any third parties will be subject to the same data protection requirements as outlined by this document and that they will not use the data for their own benefit.

- **Data categorization:**

- *General.* We support the city's use of the heightened "Confidential" security standard for handling trip information. We strongly believe this should be paired with the acknowledgment that this data is personal information, either within this section or in the introduction of this document.

- **Security**

- *General.* We appreciate the City's commitment to strong security controls and would only request additional specificity on which information security controls are being proposed or already in place to the extent that the City can make this information publicly available.
- *Breach reporting.* The City should designate a Privacy or Information Officer to ensure accountability in the case of a data breach. The City should also include detail on their reporting obligations if trip data is subject to a breach—this includes notifying Operators and all individuals affected.

- **Transparency**

- The City must ensure a reasonable period of time for the public to understand and weigh in on the data components of this program with assurances that their feedback will be considered and where appropriate, integrated into the program design. This includes clearly stating the scope of data collection, the City's intended use of the data, and the process by which the City will change or expand this program during or after the pilot period.
- Any public disclosure should include the city's intent to use this data for enforcement activities; those activities should be enumerated if individual face any potential penalty for certain behaviors.

Exhibit D

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: January 3, 2017

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): Department of Transportation

CONTACT PERSON: Linda Evans PHONE: 213-928-9767

CONTRACT NO.: C-128772 COUNCIL FILE NO.: 11-1225-S1

ADOPTED BY COUNCIL: 12-13-2016
DATE

APPROVED BY BPW: _____
DATE

NEW CONTRACT X
AMENDED AND RESTATED ____
ADDENDUM NO. ____
SUPPLEMENTAL NO. ____
CHANGE ORDER NO. ____
AMENDMENT ____

CONTRACTOR NAME: ILIUM ASSOCIATES INC.

TERM OF CONTRACT: January 1, 2017 THROUGH: December 31, 2021

TOTAL AMOUNT: \$14 million

PURPOSE OF CONTRACT:

Provide Transit Marketing and Customer Outreach and Support Services for Proposition A and C funded public transit services and projects.

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
AND
ILIUM ASSOCIATES INC.
FOR
TRANSIT MARKETING
CUSTOMER OUTREACH AND SUPPORT SERVICES

**AGREEMENT
BETWEEN THE
CITY OF LOS ANGELES
AND
ILIUM ASSOCIATES INC.**

THIS AGREEMENT is made and entered into, by and between the City of Los Angeles, a Municipal Corporation (hereinafter referred to as "City") and Ilium Associates, Inc. (hereinafter referred to as the "Contractor").

WITNESSETH

WHEREAS, the City desires to engage the service of the Contractor to provide transit marketing and customer outreach and support services for its Proposition A and C funded public transit services and projects; and

WHEREAS, the City issued a Request for Proposal ("RFP") on August 9, 2016 for companies interested in conducting Transit Marketing Customer Outreach and Support Services, which RFP is on file with the City and is incorporated herein by reference; and

WHEREAS, the Contractor submitted a Proposal in response to the RFP which is dated September 20, 2016 and is incorporated herein by reference (collectively the "Proposal"); and

WHEREAS, the Contractor has the management, expertise and financial viability necessary to function as the Transit Marketing Customer Outreach and Support Services provider; and

WHEREAS, the Contractor has agreed to provide the services requested in the time and manner set forth in the RFP, Addenda and Proposal incorporated into this Agreement; and

WHEREAS, the Mayor and City Council concurred with the selection of the Contractor on December 13, 2016 (CF 11-1225-S1) and the said Proposal was the most responsive and cost-effective Proposal received by the City for said services.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION I. INTRODUCTION AND CONDITIONS PRECEDENT

A. Parties to this Agreement

1. The City of Los Angeles, A Municipal Corporation, having its principal offices at 200 North Main Street, Los Angeles, California 90012

2. The Contractor, known as Ilium Associates, Inc., located at 600 108th Avenue NE, Suite 660, Bellevue, Washington 98004.

B. Representatives of the Parties and Service of Notices

1. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

- a) The representative of the City shall be, unless otherwise stated in the Agreement:

Corinne Ralph, Chief of Transit Programs
Bureau of Transit Services, LADOT
City of Los Angeles
Department of Transportation
100 S. Main Street, 10th Floor
Los Angeles, CA 90012

- b) The representative of the Contractor shall be:

Carolyn Perez Andersen
President
Ilium Associates, Inc.
600 108th Avenue NE, Suite 660
Bellevue, WA 98004

- 1) *Notices.* Formal notices, demands and communications to be given by either party shall be made in writing and may be effected by personal delivery or by mail. A notice of Breach of Agreement will be sent via certified mail.
- 2) *Changes.* If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this Section, within five (5) working days of said change.

C. Contract Modifications

This Agreement fully expresses all understanding of the parties concerning all matters covered and shall, with the Request for Proposal (RFP), the Addenda to the RFP, and the Contractor's Proposal, constitute the total Agreement. Except as may otherwise be provided herein, no addition to or alteration hereto shall be valid unless made in the form of a written amendment, which must be formally approved by Mayor and/or Council and executed by the parties. No modification or addition to this Agreement shall have any effect whatsoever unless set forth in writing, approved by Mayor and/or Council, and signed by both parties.

D. Conditions Precedents

1. *Required Facilities.* The Contractor shall, prior to the commencement of service, have all facilities required for all necessary functions in place for the creation, production, administration and support of service.
2. *Staff/Hourly Staff Rates.* As per the Contractor's Proposal, the listing of all relevant personnel and a discussion of the type of work that will be performed by the personnel shall remain in effect for the term of this contract. The hourly staff rates for each staff member for each year of this contract are included in the contractor's proposal and shall be incorporated into this Agreement. If there are changes in the status of the staff (including retirement, transfers, promotions, etc.) the City shall be notified in writing within 30 days of the change.
3. *Travel Costs.* The Contractor may be required to travel, on behalf of the City, to perform the duties specified in the RFP and required under this Agreement. All records and receipts for transportation (rental car, taxi, bus, gas, parking, mileage), excluding airfare, must be retained and submitted with invoices for work performed per this contract as set forth by the City and will be reviewed by the City for appropriateness before payment. All transportation expenses, excluding airfare, will be reimbursed by the City, provided they are in compliance with the standards established under the City's Travel Policies prescribed by the City Controller. Since the Contractor's headquarters is located outside the City, the City will pay for Contractor's transportation expenses to and from the City while performing work under this Contract, but will not pay for airfare, hotel accommodations or meals.
4. *Insurance Requirements.* The Contractor shall comply at all times with all of the insurance requirements under this Agreement and all Insurance verification must be produced on City Insurance Endorsement forms. Appendix A (Standard Provisions for City Contracts (Rev. 3-09) of the RFP describes in detail the insurance coverage and amounts required by this Agreement.
5. *Contract Assignment.* This Agreement is not to be assigned to a substitute contractor, a successor in interest or a purchaser of the current Contractor without the permission of the City. This Agreement will be terminated if the City does not approve or grant permission to a subsequent contractor to assume the services.

SECTION II. TERMS OF CONTRACT

A. Contract Period

1. This Agreement shall be in effect for five years from January 1, 2017 through December 31, 2021.

2. City obligations under this contract are contingent upon the City's ability to obtain the funds from funding agencies and the availability of City funds in this and subsequent fiscal year budgets to finance the cost of this Agreement.
3. Contractor shall perform service hereinafter indicated strictly in accordance with the terms and conditions of this Agreement.
4. The City shall reserve the right to enter into other contracts with other firms for similar services during the term of this Agreement.

SECTION III. CONTRACTOR DUTIES AND SCOPE OF WORK

A. Appointment

1. The City hereby contracts with the Contractor to conduct, in a competent and professional manner, all of the Transit Marketing Customer Outreach and Support Services upon the terms and conditions as set forth in the RFP, Addenda, the Proposal and this Agreement (collectively the "Agreement") and as directed by LADOT on a task basis.
2. The Contractor will render services as fully described and set forth in the RFP, Addenda, the Proposal and this Agreement, unless otherwise modified by this Agreement. All work performed by the Contractor shall be on a task assignment basis based on verbal or written direction from LADOT. Assigned tasks will fall broadly into the categories of transit marketing, customer support and miscellaneous assistance to the LADOT Transit Bureau and LADOT.

B. Independent Contractor/Status of Contractor

1. In rendering service hereunder, the Contractor shall be and remain an independent Contractor. It is expressly understood and acknowledged by the parties hereto that any amount payable hereunder shall be paid in gross amount, without reduction for any federal or state withholding or other payroll taxes, or any other governmental taxes or charges. The Contractor is responsible for assuming and remitting any applicable federal or state withholding taxes, estimated tax payments, social security payments, unemployment compensation payments, or any other fees or expenses whatsoever.
2. The Contractor shall refrain from any action that would create or tend to create obligations, expressed or implied, on behalf of the City, it being understood that the Contractor is not and shall not be the legal representative or agent of the City and that the Contractor shall not be authorized to make any promises, warranty or representation except as specifically provided for in this Agreement or as otherwise agreed to in writing between the parties.

3. The City shall have no liability to any subcontractor(s) for payment for service under this Agreement or other work performed for the Contractor and any subcontractor entered into by the Contractor pursuant to the conduct of service under this Agreement. It shall be duly noted that the responsibility for payment for technical services or any other work performed shall be the sole responsibility of the Contractor.
4. All real property, purchased directly by the City or through the Contractor for this contract shall become the property of the City and shall be returned to the City upon termination of this Agreement, except as provided otherwise.

SECTION IV. COMPENSATION

- A. The Contractor agrees to provide all personnel, facilities, effort, materials and equipment required to complete, to the full satisfaction of the City, all the work described in the RFP, Addenda, the Proposal and this Agreement; and the City agrees to pay as full compensation for said service, including all allowable expenses incurred and incident thereto, an estimated amount not to exceed a ceiling price of \$14 million over the five year term of the Agreement.
- B. The amount above includes all cost related to the creation, production and design of art work, placement in media, public relations and promotions, kick-off events, distribution of materials and all other activities related to marketing and supplying customer support for the City's transit programs. For performance of this Agreement, the City shall pay the Contractor upon submission of monthly invoices for all labor and other costs incurred. At the beginning of each fiscal year covered by the Contract, the City shall notify the Contractor of the amount budgeted for transit marketing in the City's adopted budget and that amount shall constitute a not-to-exceed budget for that fiscal year.
- C. Invoices for payment of the service shall document all charges and fees collected, and be prepared in such a form and supported by such copies of original invoices, payrolls and other documents as may be required by the City to establish that the charges are allowable. The City shall pay the Contractor upon submission of approved monthly request for payment. The City agrees to pay the Contractor amounts billed, less disputed costs, if any, within 30 days following receipt.

SECTION V. PROJECT MANAGEMENT

- A. Carolyn Perez Andersen and John Gobis, the respective Project Co-Managers designated by the Contractor, shall assume ultimate responsibility for, and participate in, all marketing and customer support activities. Ms. Perez Andersen and Mr. Gobis shall oversee all staff assigned to the project and all products produced by Ilium. The Contractor shall not replace Ms. Perez Andersen, Mr. Gobis or other key proposed staff without written approval in advance to the City.

SECTION VI. PROJECT FINDINGS AND OWNERSHIP OF DOCUMENTS

- A. Any reports, data, or other information given to, prepared, or assembled by the Contractor under the Agreement shall, if requested by the City, be kept confidential and shall not be published or made available to any individual or organization by the Contractor without prior written approval by the City.
- B. All finished or unfinished documents, data, surveys, studies, drawings, maps, brochures, photographs, and reports prepared by the Contractor shall become the City's property.

SECTION VII. DOCUMENTS, RECORDS AND AUDIT

A. Audits and Inspections

- 1. At any time during normal business hours and as often as the City may deem necessary, the Contractor shall make available to the City for examination, all of its records with respect to all matters covered by this Agreement. The City shall have the authority to audit, examine and make excerpts or transcripts from records, including all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other statistical data relating to all matters covered by this Agreement.
- 2. The City reserves the right to dispatch auditors of its choosing to any site where any phase of the project is being conducted. The City auditors shall be provided adequate and appropriate work space in order to conduct audits and shall be allowed to interview any employees of the Contractor.
- 3. The City shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, etc., to safeguard property and/or equipment authorized by this Agreement. In the event the City requires equipment to be purchased beyond what was originally proposed, the Contractor has the right to renegotiate the hourly rate to reflect the cost of the equipment.
- 4. If a fiscal or special audit determines that the Contractor has billed the City for inaccurate or unsubstantiated work hours in its billings to the City, the Contractor shall be notified and given the opportunity to justify the inaccurate billings. The City shall determine the amount to be paid to the Contractor during the period of audit. If the Contractor fails to respond within fifteen (15) days from the notice date, the City shall make the final determination of disallowed billed work hours and the findings will be incorporated in the final audit report. Over-billings shall be reimbursed by deducting the amount deemed over-billed from the Contractor's current or future invoices.

SECTION VIII. STANDARD CONTRACT PROVISIONS

- A. The provisions of the Standard Provisions for City Contracts (Rev. 3-09), found in Appendix A of the RFP, are hereby incorporated by reference into this Contract. The Contractor shall abide by the City's Standard Provisions for City Contracts. In the case of any variation between the contract and the Standard Provisions for City Contracts or other standard City policy or requirement, standard City policy shall prevail.

1. Equal Benefits Ordinance

Contracts awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

Contractors shall complete and submit to the contracting department the Equal Benefits Ordinance Affidavit (two (2) pages) for a City contract valued at \$5,000. The Equal Benefits Ordinance Affidavit shall be effective for a period of twelve months for the date submitted to the City. Contractors do not need to submit supporting documentation. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

Contractors seeking a waiver from the requirements of the EBO shall visit the Bureau of Contract Administration's web site at www.bca.lacity.org and download the form. The EBO Waiver Request Form hardcopy must be returned to the contracting department.

2. Nondiscrimination, Equal Employment Practice and Affirmative Action Program (Non-Construction)

Contracts awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-discrimination Clause.

Non-construction services to or for the City for which the consideration is \$1,000 or more shall comply with the provisions of Los Angeles Administrative Code Section 10.8.3., Equal Employment Practices Provisions. Contractor shall complete the Non-Discrimination/Equal Employment Practices Affidavit (two (2) pages) and submit the completed form to the contracting department. Non-construction services to or for the City for which the consideration is \$100,000 or more shall comply with the provisions of Los Angeles Administrative Code Section 10.8.4., Affirmative Action Program Provisions. Contractor must complete and submit to the contracting department the Affirmative Action Plan (four (4) pages).

3. Slavery Disclosure Ordinance

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this RFB/RFP/RFQ will be subject to the Slavery

Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code.

Contractor shall complete and submit to the contracting department the Slavery Disclosure Ordinance Affidavit (one (1) page).

Contractor seeking a waiver from the requirements of the SDO shall visit the Bureau of Contract Administration's web site at www.bca.lacity.org and download the form. Hardcopy of the SDO Exemption Form (OCC/SDO-2) must be returned submitted to the contracting department.

SECTION IX TERMINATION OF CONTRACT

- A. The City may terminate this Agreement without cause, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its reasonable costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim for payment to the City. If the Contractor has any property in its possession belonging to the City, the Contractor shall account for the same, and dispose of it in the manner the City directs.
- B. Upon receiving notice of Agreement termination the Contractor will begin transition of service and equipment back to the City and the City's designated replacement contractor in an amount of time to be determined by the City.
- C. If the City determines that the Contractor has not materially complied with the terms of the contract, the City shall notify the Contractor of such non-compliance and reserves the right to terminate this Agreement. Reasons for such termination may include, but shall not be limited to the failure to provide service within agreed performance standards as evidence by City inspection, through surveys, or by communications from users of a service. Termination shall be effected by giving a notice of termination to the Contractor setting forth the manner in which the Contractor is in default. In the event of termination for default of Contractor, the Contractor shall only be paid the contract price for services delivered and accepted, and for services performed in accordance with the manner of performance set forth in this Agreement.
- D. In the event of contract termination due to noncompliance, the Contractor may request a delay in such termination in order to present an appeal to City Council.
- E. In case of default by Contractor, the City reserves the right to procure the articles or services from other sources and to hold the Contractor responsible for any excess costs incurred by the City.

SECTION X. MISCELLANEOUS

- A. Neither party assumes any liability for failure to fulfill the terms and conditions of this Agreement caused by events beyond the reasonable control of such party. Such events may include, but are not limited to the following: natural disaster, acts of the government in either

its sovereign or contracted capacity, a failure or shortage of fuel, water, fuel oil or other utility or services, strikes, riots, fires, floods, epidemics, war, insurrection or other national or local emergency, freight embargo, impasse of routes due to construction, and unusually severe weather but in every case the failure to perform must be beyond the control and without the fault or negligence of either party or the Contractor's subcontractor(s).

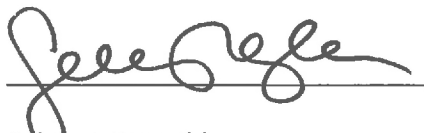
- B. This Agreement and all its exhibits, the RFP, all Addenda to the RFP, and the Proposal contain the entire understanding between the Contractor and City. No modification or addition to this Agreement shall have any effect whatsoever unless set forth in writing and signed by both parties hereto.
- C. Any item of work contained in either the RFP or the Proposal shall be performed by Contractor as though it appeared in this Agreement. In the event of any conflict, the terms of this Agreement, its exhibits and the RFP shall govern over the Proposal unless specifically stated otherwise.
- D. Disputes regarding the interpretation or application of any provisions shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. The City shall make every effort to limit the negotiating period for a time not to exceed 30 days. Failure to come to a negotiated settlement will allow the aggrieved party to seek recourse in the courts of law (Refer to the Standard Provisions for City Personal Services Contract, Appendix B, Section PSC-8 of the RFP).
- E. The failure of the City to insist upon strict performance by Contractor of any provision hereunder in every one or more instances shall not constitute a waiver of such provision by City, nor shall, as a result, City relinquish any rights that it may have under this Agreement.
- F. This Agreement shall be binding on and insures to the benefit of the heirs, executors, administrators and assigns of the parties hereto.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this agreement to be executed by their duly authorized representatives.

Executed for:

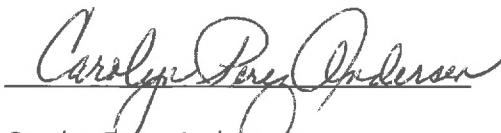
The City of Los Angeles



Seleta J. Reynolds
General Manager
Department of Transportation

Executed for:

Illum Associates, Inc.



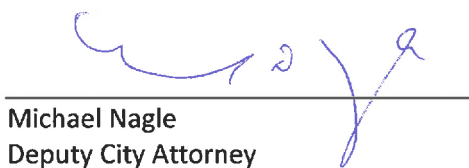
Carolyn Perez Andersen
President and CEO
Illum Associates, Inc.

Date: 1.3.17

Date: 12/27/16

Approved as to Form and Legality:

Mike Feuer, City Attorney

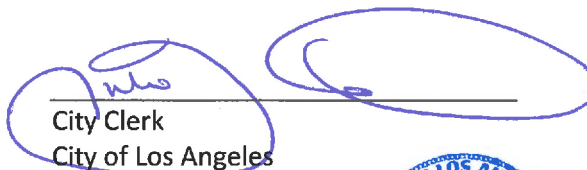


Michael Nagle
Deputy City Attorney

Date: 12/19/16

ATTEST:

Holly L. Wolcott, City Clerk



City Clerk
City of Los Angeles

Date: 1-3-17



Council File Number: 11-1225-S1

Contract Number: C-128772

Date of City Council Approval of original Contract: 12/13/2016